

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

WELLS FARGO BANK, N.A., a national)	FILED: AUGUST 25, 2008
banking association,)	08CV4828
)	JUDGE NORGLE
)	MAGISTRATE JUDGE KEYS
Plaintiff,)	No.YM
)	
-vs-)	
)	
DE'COR CONSTRUCTION, INC. an)	
Illinois corporation, and ROBERT)	
OLSZWESKI,)	
)	
Defendants.)	

COMPLAINT

Plaintiff, Wells Fargo Bank, N.A., by its undersigned attorneys, and as its Complaint against the Defendants, alleges and states that:

Parties

1. The Plaintiff, Wells Fargo Bank, N.A., is a national banking association with its principal place of business located at 100 East Wisconsin Avenue, Suite 1400, Milwaukee, WI 53202.

2. Defendant, De'Cor Construction, Inc., ("De'Cor") is an Illinois corporation with a principal place of business located, upon information and belief, at 360 Dublin Road, Bloomingdale, IL 60108.

3. Defendant, Robert Olszweski ("Olszweski") is an adult individual who, upon information and belief, resides at 188 Jackson Lane, Bloomingdale, IL 60108.

Jurisdiction and Venue

4. This court has jurisdiction of the subject matter of this action under 28 U.S.C. §1332(a)(1), in that the Plaintiff and Defendants are citizens of different states and, as more fully described below, the amount in controversy, exclusive of interest and costs, exceeds \$75,000.00

5. Venue is proper in this Court under 28 U.S.C. §1391(a)(1) in that the all of the Defendants reside in this District.

Background Allegations

6. On or about October 19, 2007, the Milwaukee County, Wisconsin, Circuit Court entered an Order for Immediate Possession of Collateral in the case of *Wells Fargo Bank, N.A. v. Great Lakes Building Materials, Inc. et al.* case number 07-CV-12651 (the “Order”). A copy of the Order is attached hereto and incorporated by reference as Exhibit “A”.

7. Pursuant to the terms of the Order, Plaintiff was granted the right to immediate possession of certain collateral pledged to it by Great Lakes Building Materials, Inc. (“Great Lakes”) including, but not limited to, accounts.

8. By virtue of the Order, Plaintiff is entitled to collect the accounts receivable of Great Lakes, including, but not limited to the receivable at issue in this lawsuit.

COUNT I: BREACH OF CONTRACT

9. Plaintiff hereby realleges and restates paragraphs 1 through 8 above as if fully set forth at length herein.

10. Upon information and belief, Great Lakes provided to De’Cor certain goods and services on terms agreed upon by the parties.

11. Great Lakes performed all of its obligations under the terms of the parties' agreement.

12. De'Cor has failed to comply with the terms of the parties' agreement by failing to remit payment full to Great Lakes for the goods and services provided by Great Lakes to De'Cor.

13. There is currently due and owing to Great Lakes from De'Cor the principal sum of \$125,101.68.

WHEREFORE, Plaintiff Wells Fargo Bank, N.A. respectfully requests judgment against Defendant De'Cor Construction, Inc., as follows:

- (a) Awarding Plaintiff compensatory damages in the amount of \$125,101.68, with prejudgment interest on said amount from the date of the applicable invoices through the date of judgment;
- (b) Awarding interest on such judgment from the date of the judgment until paid;
- (c) Awarding Plaintiff its costs of suit and attorneys' fees to the extent permitted under applicable law; and
- (d) Granting Plaintiff such other and further relief as justice and equity may require.

COUNT II: ACCOUNT STATED

14. Plaintiff hereby realleges and restates paragraphs 1 through 13 above as if fully set forth at length herein.

15. Between May 25, 2007 and October 17, 2007, De'Cor ordered and Plaintiff shipped to De'Cor, construction materials, as evidenced by the Statement attached hereto as Exhibit B.

16. Despite Plaintiff's repeated demands for payment of the invoices, De'Cor has failed and refused to pay the sum of \$125,101.68 for such materials sold and delivered to De'Cor at its special instance and request.

17. On information and belief, De'Cor did not timely contest or question any part of said invoices.

18. Great Lakes has substantially performed all of its obligations to De'Cor with respect to the subject goods.

19. De'Cor's failure to pay has damaged Plaintiff in the sum of \$125,101.68, together with prejudgment interest thereon.

20. De'Cor's failure to pay for the foregoing goods and its failure to timely dispute the amounts claimed due at the time they were billed constitutes an account stated.

WHEREFORE, Plaintiff Wells Fargo Bank, N.A. respectfully requests judgment against Defendant De'Cor Construction, Inc., as follows:

- (a) Awarding Plaintiff compensatory damages in the amount of \$125,101.68, with prejudgment interest on said amount from the date of the applicable invoices through the date of judgment;
- (b) Awarding interest on such judgment from the date of the judgment until paid;
- (c) Awarding Plaintiff its costs of suit and attorneys' fees to the extent permitted under applicable law; and
- (d) Granting Plaintiff such other and further relief as justice and equity may require.

COUNT III: GUARANTY

21. Plaintiff restates and realleges paragraphs 1-13 as if fully set forth at length herein.

22. On or about August 7, 2006, Olszweski executed in favor of Great Lakes a guarantee, personally guaranteeing payment of all sums due Great Lakes from De'Cor. A copy of the Application for Credit and Credit Agreement is attached hereto and incorporated by reference as Exhibit "C".

23. Olszweski's guarantee, as referenced in the preceding paragraph, is in default because, *inter alia*, Olszweski has failed to pay the obligations due Great Lakes from De'Cor when and as due.

24. There is currently due and owing to Great Lakes from Olszweski the principal sum of \$125,101.68.

WHEREFORE, Plaintiff Wells Fargo Bank, N.A. respectfully requests judgment against Defendant Robert Olszweski as follows:

- (e) Awarding Plaintiff compensatory damages in the amount of \$125,101.68, with prejudgment interest on said amount from the date of the applicable invoices through the date of judgment;
- (f) Awarding interest on such judgment from the date of the judgment until paid;
- (g) Awarding Plaintiff its costs of suit and attorneys' fees to the extent permitted under applicable law; and
- (h) Granting Plaintiff such other and further relief as justice and equity may require.

WELLS FARGO BANK, N.A.

By: //s// Marc W. O'Brien
One of its attorneys

Marc W. O'Brien (ARDC#6188500)
 David A. Shapiro
 Bronson & Kahn LLC
 150 North Wacker Drive
 Suite 1400
 Chicago, Illinois 60606

EXHIBIT A

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

WELLS FARGO BANK, N. A.,
acting through its Wells Fargo Business
Credit operating division
100 E. Wisconsin Avenue, Suite 1400
Milwaukee, WI 53202

]

Plaintiff,

vs.

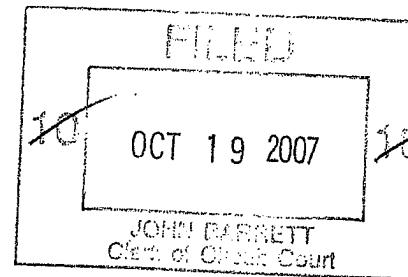
GREAT LAKES BUILDING MATERIALS, INC.,
1960 Bucktail Lane
Sugar Grove, IL 60554

RICHARD CATRAMBONE
10756 Wentworth Drive
Naperville, IL 60564-8132

SUMMIT TRUCK LEASING
10756 Wentworth Drive
Naperville, IL 60564-8132

LORAINE CATRAMBONE
10756 Wentworth Drive
Naperville, IL 60564-8132

Defendants.



ORDER FOR IMMEDIATE POSSESSION OF COLLATERAL

The above entitled matter having come before the Court pursuant to an Motion for Immediate Possession of Collateral of Wells Fargo Bank, N.A. ("WFBC") dated October ___, 2007; the Court having considered the accompanying Affidavit of Brian T. Sprink, Vice President and the files and records herein; and being first duly advised in the premises;

NOW, THEREFORE, on Motion of Howard, Solocheck & Weber, S.C. and pursuant to Sections 409.601 – 409.628, Stats. and Chapter 810, Stats.

IT IS HEREBY ORDERED that:

That WFBC is entitled to the following collateral: the Collateral as described in the Credit and Security Agreement Exhibit 1 attached to Plaintiff's Complaint including but not limited to all of its accounts, contract rights, instruments, chattel paper, inventory, equipment, general intangibles, and all other property specifically named, whether then owned or thereafter acquired.

The collateral is located at 1960 Bucktail Lane, Sugar Grove, IL 60554 and 7701 Blivin Street, Spring Grove, IL, 60081, and with third parties.

IT IS FURTHER ORDERED that Great Lakes Building Materials, Inc. ("Great Lakes") shall not dispose of or use any of the Collateral of WFBC including but not limited to the Accounts, proceeds from Accounts and cash (the "Funds"). Third parties holding or controlling the Collateral of WFBC and the Funds shall submit the same to WFBC or hold any Funds and Collateral pending further Order of this Court.

IT IS FURTHER ORDERED that if necessary the Sheriff, US Marshall or other appropriate officer or official of Kane County, Illinois and/or McHenry County shall take the property described in the Complaint from the Defendant Great Lakes Building Materials, Inc. or such persons as are acting on behalf of, in concert with, or under the control of Great Lakes Building Materials, Inc. and deliver possession thereof to WFBC, all without bond or other indemnity.

Dated at Milwaukee, Wisconsin this 19th day of October, 2007.

BY THE COURT:

TIMOTHY G. DUGAN

Honorable Timothy G. Dugan
Circuit Court Judge

EXHIBIT B

Great Lakes Building Materials

P.O. Box 1339
 Sugar Grove, IL 60554-1339
 Phone: (630)-466-4143

Statement Date: 06/22/08

Sold-To: DE'COR Construction
 360 Dublin Road
 Bloomingdale, IL 60108

Page 1 of 4

ACCT#	DEC	PHONE#:	(630) 235-9680	FAX#:	(630) 235-9682		
INVOICE DATE	INVOICE NUMBER	TYPE	GROSS AMOUNT	DISCOUNT DATE	DISCOUNT AMOUNT	PAYMENT	NET AMOUNT
Ship-to: DE'COR Construction, 360 Bloomingdale, IL 60108 GLBM 10/11/07	00028907-001	INVOICE	2983.59			0.00	2983.59
		SUB-TOTAL	2983.59				2983.59
Ship-to: DE'COR Construction, Gilberts Town Center SFR Gilberts, IL GLBM 07/12/07	00028154-001	INVOICE	3460.23			0.00	3460.23
07/30/07	00028320-001	INVOICE	3119.69			0.00	3119.69
09/10/07	00028665-001	INVOICE	3151.39			0.00	3151.39
09/26/07	00028797-001	INVOICE	1555.25			0.00	1555.25
		SUB-TOTAL	11286.56				11286.56
Ship-to: DE'COR Construction, Impressions @ The Streams Plainfield, IL GLBM 05/25/07 ✓	00027493-004	INVOICE	63.90			0.00	63.90
		SUB-TOTAL	63.90				63.90
Ship-to: DE'COR Construction, Georgetown of Wood Dale Wood Dale, IL GLBM 07/25/07	00028289-001	INVOICE	2781.92			0.00	2781.92
		SUB-TOTAL	2781.92				2781.92
Ship-to: DE'COR Construction, Cornell Commons Palatine, IL GLBM 10/17/07	00028938-001	INVOICE	2516.41			0.00	2516.41
		SUB-TOTAL	2516.41				2516.41
Ship-to: DE'COR Construction, Reserve of St Charles							

Great Lakes Building Materials

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 Sugar Grove, IL 60554-1339
 Phone: (630)-466-4143

Statement Date: 06/22/08

Sold-To: DE'COR Construction
 360 Dublin Road
 Bloomingdale, IL 60108

Page 2 of 4

ACCT#	DEC	PHONE#	(630) 295-9680	FAX#	(630) 295-9682		
INVOICE DATE	INVOICE NUMBER	TYPE	GROSS AMOUNT	DISCOUNT DATE	DISCOUNT AMOUNT	PAYMENT	NET AMOUNT
St Charles, IL GLBM 08/31/07	00028616-001 ✓	INVOICE	4114.92			0.00	4114.92
	SUB-TOTAL		4114.92				4114.92
Ship-to: DE'COR Construction, Tuscan Woods Elgin, IL GLBM 08/16/07	00028461-001 ✓	INVOICE	4295.88			0.00	4295.88
SPRINGGR 10/09/07	00100258-001 ✓	INVOICE	4262.34			0.00	4262.34
	SUB-TOTAL		8558.22				8558.22
Ship-to: DE'COR Construction, The Reserve of Cedar Creek Joliet, IL GLBM 09/13/07	00028688-001 ✓	INVOICE	4021.12			0.00	4021.12
09/17/07	00028716-001 ✓	INVOICE	2511.99			0.00	2511.99
09/21/07	00028740-002 ✓	INVOICE	3698.56			0.00	3698.56
09/25/07	00028756-002 ✓	INVOICE	2422.41			0.00	2422.41
09/26/07	00028763-001 ✓	INVOICE	1998.06			0.00	1998.06
10/01/07	00028815-001 ✓	INVOICE	2273.16			0.00	2273.16
	SUB-TOTAL		16925.30				16925.30
Ship-to: DE'COR Construction, Talamore Hartford Huntley, IL SPRINGGR							
07/30/07	00099865-001 ✓	INVOICE	4940.91			0.00	4940.91
08/31/07	00100057-001 ✓	INVOICE	5122.77			0.00	5122.77
09/10/07	00100079-001 ✓	INVOICE	5127.29			0.00	5127.29
09/14/07	00100142-001 ✓	INVOICE	4495.47			0.00	4495.47
	SUB-TOTAL		19686.44				19686.44
Ship-to: DE'COR Construction, The Villas of Cedar Creek Joliet, IL GLBM							

Great Lakes Building Materials

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 Sugar Grove, IL 60554-1339
 Phone: (630)-466-4143

Statement Date: 06/22/08

Sold-To: DE'COR Construction
 360 Dublin Road
 Bloomingdale, IL 60108

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ACCT# DEC

PHONE# (630) 295-9680

FAX# (630) 295-9682

INVOICE DATE	INVOICE NUMBER	TYPE	GROSS AMOUNT	DISCOUNT DATE	DISCOUNT AMOUNT	PAYMENT	NET AMOUNT
08/22/07	00028496-002 ✓	INVOICE	3677.76			0.00	3677.76
10/08/07	00028871-002 ✓	INVOICE	1720.26			0.00	1720.26
10/10/07	00028882-001 ✓	INVOICE	1788.93			0.00	1788.93
10/15/07	00028917-001 ✓	INVOICE	2497.22			0.00	2497.22
	SUB-TOTAL		9684.17				9684.17
Ship-to: DE'COR Construction, Shadow Hill Elgin, IL GLBM							
08/24/07	00028465-002 ✓	INVOICE	3987.25			0.00	3987.25
08/17/07	00028482-001 ✓	INVOICE	3682.58			0.00	3682.58
09/14/07	00028677-002 ✓	INVOICE	3360.06			0.00	3360.06
09/18/07	00028704-003 ✓	INVOICE	2575.40			0.00	2575.40
09/17/07	00028718-001 ✓	INVOICE	2334.42			0.00	2334.42
09/19/07	00028727-001 ✓	INVOICE	2653.28			0.00	2653.28
09/26/07	00028728-002 ✓	INVOICE	2413.51			0.00	2413.51
10/03/07	00028764-002 ✓	INVOICE	2764.19			0.00	2764.19
10/02/07	00028801-003 ✓	INVOICE	3771.08			0.00	3771.08
10/03/07	00028832-002 ✓	INVOICE	4072.95			0.00	4072.95
10/09/07	00028883-002 ✓	INVOICE	3284.99			0.00	3284.99
SPRINGGR							
09/07/07	00100083-002 ✓	INVOICE	3691.60			0.00	3691.60
	SUB-TOTAL		38591.31				38591.31
Ship-to: DE'COR Construction, Fields at Stone Mill Farm Bourbonnais, IL GLBM							
10/03/07	00028741-002 ✓	INVOICE	2079.05			0.00	2079.05
10/03/07	00028752-001 ✓	INVOICE	2483.41			0.00	2483.41
10/08/07	00028865-002 ✓	INVOICE	3314.96			0.00	3314.96
10/11/07	00028912-001 ✓	INVOICE	31.52			0.00	31.52
	SUB-TOTAL		7908.94				7908.94

Great Lakes Building Materials

Statement

P.O. Box 1339
Sugar Grove, IL 60554-1339
Phone: (630)-466-4143

Statement Date: 06/22/08

Sold-To: DE'COR Construction
360 Dublin Road
Bloomingdale, IL 60108

Page 4 of 4

ACCT#: DEC

PHONE#: (630) 295-9680

FAX#: (630) 295-9682

INVOICE DATE	INVOICE NUMBER	TYPE	GROSS AMOUNT	DISCOUNT DATE	DISCOUNT AMOUNT	PAYMENT	NET AMOUNT
			THERE WILL BE A 10% RESTOCKING FEE ON ALL RETURNED MATERIALS. If invoices not paid within 60 days, Great Lakes Building Materials, Inc. may place a lien on subject property. Purchaser is then responsible for any and all costs and reasonable attorney's fees for GLBM, Inc. to file and enforce the lien and collection of the debt.				

GLBM

CURRENT AMT	31-60 DAYS	61-90 DAYS	91-120 DAYS	Over 120 DAYS	Gross Amt Due	
0.00	0.00	0.00	0.00	125,101.68	125,101.68	

EXHIBIT C

Received:

Aug 21 2008 10:43am

08/21/2008 10:52 WELLS FARGO BUSINESS CREDIT → AL SOLOCHECK
01/21/2008 17:55 10003220402 RICH CATHARINE

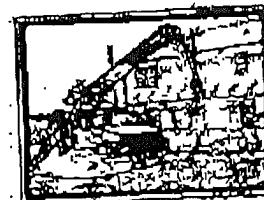
NO. 306 D002

P.2
PAGE 09/00Aug 07 06 07:49a DECOR CONSTRUCTION INC
08/04/2008 16:44 6304667038

6302959682

GREAT LAKES BLD MLLS

GREAT LAKES BUILDING MATERIALS, INC.
 1960 Bucktail Lane
 Sugar Grove, IL 60554
 Ph. (630)466-4143
 Fax (630)466-7379



APPLICATION FOR CREDIT AND CREDIT AGREEMENT

Legal Business Name DECOR CONSTRUCTION, INC.

Business Street Address 360 DUBLIN RD City BLD MLLS DA State IL Zip 60008

Business Phone 630-295-9680 Business Fax 630-295-9682 Mobile 630-546-2045

Billing/Mailing Address SAME AS ABOVE City State Zip

Account Payable Contact GLENDA HAIDL

Years in Operation Under Current Business Name 2yr 8 month Show long at this address? 5 months

Partner or Proprietorship: Home # 630-924-7576

Name

Social Security Number

Home Address

Driver's License#

Corporation:

Tax ID# 65-1211267

Social Security# 338-54-5829

Title

Name

President

ROB OLSZEWSKI

Vice President

Secretary

TREASURER BRIDGET OLSZEWSKI

Home Address

SAME AS ABOVE

342-70-1300

Credit References (Bank)

Bank Name OXFORD BANK

Contact MIKE PAWLAK

Branch ADDISON, IL

Account# 0204595001

Phone 630-629-5100

Credit References (Bank)

Bank Name OXFORD BANK

Contact MIKE PAWLAK

Branch ADDISON, IL

Account# 8348016

Phone 630-629-5000

Trade References (Material Suppliers). Must provide four references.

Name	Address	Phone	Material Purchased
HOME DEPOT	295 ARMY TRAIL RD	630-980-8300	GLENDALE HEIGHTS, IL MISC. MATERIALS
ICI PAINTS	475 THORNHILL CIR	630-260-0010	PAINT + STAIN
SHERWIN WILLIAMS	602 W WISE RD	630-982-1622	PAINT + STAIN
ALLIED DRYWALL	222 WINDSOR	630-982-1622	DRYWALL MATERIALS
	CORBY, IL		

08/21/2008 10:52 WELLS FARGO BUSINESS CREDIT → AL SOLOCHEK
 01/21/2008 17:59 16305226452 KLMN LAKES BLD MIL
 Aug 07 06 07:49a DECOR CONSTRUCTION INC 6302959682
 6302959682
 GREAT LAKES BLD MILS PAGE 05/06

NO. 306 D003

P.3

TERMS AND CONDITIONS

In consideration for the extension of credit to the undersigned, the undersigned acknowledges and agrees to all the following provisions:

- 1) All invoices shall be payable and due by the end of the month.
- 2) No additional credit will be extended to past due accounts unless satisfactory arrangements are made with our credit department.
- 3) The undersigned authorizes the seller to verify and exchange all necessary information pertaining to its account with all credit resources including but not limited to, the ones listed above.
- 4) The undersigned certifies that the contents of this statement are true and accurate and that no material omission or fact is contained herein.
- 5) The undersigned agrees to pay in the event this account becomes delinquent and it is turned over to any attorney or collection service, attorney's fees plus all court and attendant collections costs. Venue will be at sole discretion of Great Lakes Building Materials, Inc.

I have read the terms and conditions stated above and agree to all of those terms and conditions.

Robt. Olshak
Authorized Signature

8-7-06
Date

Robt. Olshak
Printed Name

PERSONAL GUARANTEE

The undersigned person guarantees all obligations of the above applicant including interest, legal costs, collection costs and attorney's fee. This guarantee may be revoked by notifying Great Lakes Building Materials, Inc. at its corporate office in writing, sending certified mail with return receipt.

Robt. Olshak
Signature

8-7-06
Date

Robt. Olshak
Printed Name

Received Aug 21 2008 10:44am
08/21/2008 10:52 WELLS FARGO BUSINESS CREDIT → AL SOLOCHEK NO. 306 D004
01/21/2008 17:59 16309226452 KIRK CHINOWTH 6302959682 p.1

Aug 07 08 07:49a DECOR CONSTRUCTION INC

De'Cor Construction Inc.

360 Dublin Road
Bloomingdale, IL 60108
Bus: 630-295-9680
Fax: 630-295-9682
Cell: 630-546-2045

To: Great Lakes Building Materials, Inc. From: De'Cor Construction, Inc.
Attn: Kevin O'Connor Rob Olejowski
Fax: 630-466-7038

Urgent

Date Sent: 08/07/08

For Review

Number of pages sent including cover page: 3

Please Comment:

Please Reply

Manager: